

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY,
MT. WEATHER EMERGENCY OPERATIONS CENTER
AND
FAUQUIER COUNTY FIRE & RESCUE DEPARTMENTS FAUQUIER
COUNTY, VIRGINIA REGARDING MUTUAL AID ASSISTANCE**

1. **PARTIES.** The parties to this Agreement are the Department of Homeland Security (DHS), Mt. Weather Emergency Operations Center (MWEOC) and the Fauquier County Fire and Rescue Departments (FCFRD) of Fauquier County, Virginia.

2. **AUTHORITY.** This Agreement is authorized under the provisions of 42 U.S.C. § 1856a. and 42 U.S.C. § 5197.

3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which FCFRD and MWEOC will provide mutual aid assistance to one another in order to render emergency assistance resulting from Hazardous Material (HAZMAT) Chemical-Biological-Nuclear (CBRN) incidences or in extinguishing fires and in preserving life and property from fire or response during a local, state or federal emergency which requires emergency services.

4. **RESPONSIBILITIES:**

DHS/MWEOC.

a. MWEOC personnel and assets will not be deployed more than ½ hour away from MWEOC and will be prepared to be recalled on short notice if the situation warrants. During increased threat levels (e.g. COGCON, HSAS elevations or similar) no assets will be deployed.

b. Upon request by any of the FCFRD, MWEOC Emergency Services Branch, subject to availability of staffing, in accordance with ½ hour restriction in paragraph a. above, will respond to locations within the requesting FCFRD jurisdiction, with trained/certified personnel for HAZMAT, CBRN, Fire and Rescue emergencies and provide portable Biological Laboratory Equipment to identify agents. The analysis will be preliminary and used for medical purposes only and **WILL NOT BE USED FOR FORENSICS**. HAZMAT materials/samples will be analyzed in the local jurisdiction and will not be brought back to MWEOC.

c. MWEOC shall receive from FCFRD a roster of team members who may respond to MWEOC. MWEOC shall notify FCFRD of those individuals that have pre-approved access to Area A at the MWEOC for the purposes of this MOU.

FCFRD.

a. Upon request by MWEOC to a FCFRD, the requested FCFRD, as available, will respond to MWEOC, with trained/certified personnel for incidents resulting from Hazardous Material (HAZMAT), Chemical-Biological-Radiological-Nuclear (CBRN), Fire, and/or Rescue emergencies affecting MWEOC personnel and/or property.

b. Upon request by MWEOC, the FCFRD, as available, shall provide incident response and support for fire fighting, EMS/ALS support and training for the MWEOC Fire Department staff.

c. In advance of any emergency or response, each FCFRD shall provide identifying information to MWEOC of its team members in order for proper checks to be made by MWEOC that will permit MWEOC to pre-approve access of the FCFRD team members to the MWEOC facility.

5. POINTS OF CONTACT.

Philip T. Myer, Fire & Rescue Chief
Fauquier Co., Fire & Rescue
78 W. Lee St. Suite 101
Warrenton, Virginia 20186
Office: (540) 347-6995
Fax: (540) 347-6999

Frank Davis, Fire Chief
Department of Homeland Security
Mount Weather Emergency Operations Center
P.O. Box 129
Berryville, Virginia 22611
Office: (540) 542-2668

6. OTHER PROVISIONS.

a. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS or the FCFRD. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

b. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the aiding unit. All employee benefits, wage and disability payments, pensions, workman's compensation claims, damage to or destruction of equipment and clothing and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to the other party or its personnel.

c. Any equipment used by a party in carrying out this Agreement shall, at the time of action hereunder, be under the operational control of that party, and all personnel acting for a party hereunder shall, at the time of such action, be an employee or volunteer of that party. The responding team will report directly to the incident commander in charge.

d. Each party agrees to waive all claims against the other party, save those resulting from gross negligence or willful misconduct by a party hereto or its personnel, for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Assistance.

e. The Chief and other Senior Officials of each party to this Agreement are invited and encouraged to frequently visit the other's activities for familiarization tours consistent with local security, or other requirements and, as feasible, to jointly conduct CBRN planning and drills.

f. In an effort to provide mutual assistance, FCFRD and the MWEOC enter into this agreement. When assistance is needed, either party may initiate the request. The requesting party will specify the location where aid is needed. The responding party will determine the amount and type of equipment to be dispatched and the number of personnel to allocate. The rendering of assistance under the terms of this agreement is not mandatory on either party.

g. Cross training will be offered by all parties and will be conducted at both facilities so that all responders can acclimate themselves to different environments and procedures.

h. The Fire Chief of FCFRD and the Fire Chief of MWEOC are authorized to meet and draft any necessary operational procedures consistent with the terms of this agreement. Such procedures and any resulting agreements will become effective upon ratification by the appropriate personnel of each party.

i. Due to the sensitive nature of this agreement, all FCFRD and MWEOC personnel are responsible for Operations Security and Communications Security procedures. All questions from the media or private citizens are to be referred to the FEMA/DHS Office of Public Affairs.

j. After any significant operational, exercise, or training event involving both MWEOC and FCFRD, each party will provide a written report assessing the value of support and or training of the other party. Formal debriefs will be held at the discretion of the respective Fire Chiefs.

7. EFFECTIVE DATE. The terms of this agreement will become effective on the date of signing by the last party.

8. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties.

9. TERMINATION. The terms of this agreement, as modified with the consent of all parties, will remain in effect until terminated by any of the parties. The agreement may be extended by mutual written agreement of the parties. Either party upon 30 days written notice to all other parties may terminate this agreement.

APPROVED BY:

Raymond Graham, Chairman
Board of Supervisors
Fauquier County, Virginia

Dabney Kern, Executive Administrator
Mount Weather Emergency Operations Center
Berryville, Virginia

Date: _____

Date: 1/4/06